

AGREEMENT BETWEEN THE CITY OF HOUSTON AND CONTRACTOR

4600013222

2015-0403

Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas
77002 (the City)

Contractor: Main Lane Industries, Ltd.

Address: 6902 Flintlock Rd., Houston, TX 77040

Project No.: S50-C25249

The Project Title: Work Order Contract for Fiber Reinforced Polymer Patching on
Concrete Pavements Citywide for the Public Works and
Engineering Department

The Project Location: City Wide

The City Engineer is: N/A

(Address for Written Notice) 900 Bagby Street, Houston, Texas 77002

The Architect/Engineer is:

(Address)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1
WORK OF THIS CONTRACT

- 1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at anytime under the Contract or no Work Orders may be issued under the Contract.

ARTICLE 2
CONTRACT TERM AND CONTRACT TIME

- 2.1 The effective date is the date of countersignature by the City Controller. The Contract Term shall begin on the date specified in the Notice to Proceed and shall continue for a **three-year initial period. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year options on the same terms and conditions.** If the Director of the City Department elects not to renew this Agreement, the City Purchasing Agent or designee shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.
- 2.2 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is established by the Work Order.
- 2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.

- 2.4 Contract Term shall not exceed three years, except as otherwise provided herein. During this time, the City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which the Contractor must achieve Substantial Completion.
- 2.5 Should the Contractor fail to achieve substantial completion of the Work within that Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

ARTICLE 3 THE CONTRACT PRICE

- 3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.
- 3.2 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 3.3 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$100,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 3.4 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

- 3.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.6 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.
- 3.7 The Contract Amount, for those unit price items of Work listed in the Fees and Costs Schedule (Exhibit "H") for ***Fiber Reinforced Polymer Patching on Concrete Pavements Citywide*** is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

ARTICLE 4 PAYMENTS

- 4.1 The City shall make progress payments to the Contractor in accordance with the Contract Price included in the Work Order as provided in this Article 4 and elsewhere in the Contract Documents.
- 4.2 The City Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.
- 4.3 Final payment, constituting the entire unpaid balance of the Contract Price due under the Work Order, shall be made by the City to the Contractor as provided in the General Conditions.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.
- 5.3 The Work may be suspended by the City as provided in the General Conditions.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The basis for this Agreement is this executed Agreement between the City of Houston and Contractor. Other Contract Documents, except for Work Orders and Modifications issued after execution of this Agreement, are enumerated under this Article.
- 6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS STATED IN PARAGRAPH 3.24.**
- 6.3 The Supplementary Conditions of the Contract are those stated in Document 00800.
- 6.4 The Specifications.
- 6.5 Reserved
- 6.6 The Addenda, issued separately, which applied to Contract Documents, if any, are as follows:
(Addenda issued in all letters of clarification have been incorporated into the final document)
- 6.7 Attachments to this Agreement are as follows:

<u>Documents</u>	<u>Title</u>
EXHIBIT A.	DEFINITIONS
EXHIBIT B	SCOPE OF WORK/TECHNICAL SPECIFICATIONS
EXHIBIT B-1	WAGE SCALE FOR ENGINEERING CONSTRUCTION
EXHIBIT C	EQUAL EMPLOYMENT OPPORTUNITY
EXHIBIT D	MWBE SUBCONTRACT TERMS / <i>NON-APPLICABLE</i>
EXHIBIT DD	M/WBE UTILIZATION REPORT / <i>NON-APPLICABLE</i>
EXHIBIT E	DRUG POLICY COMPLIANCE AGREEMENT
EXHIBIT F	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
EXHIBIT G	DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT H	FEES AND COSTS
EXHIBIT I	CITY'S CONTRACTORS PAY OR PLAY PROGRAM
EXHIBIT J	PERFORMANCE BOND
EXHIBIT K	ONE-YEAR MAINTENANCE BOND
EXHIBIT L	STATUTORY PAYMENT BOND
EXHIBIT M	CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700
EXHIBIT N	CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800

This Agreement is effective as of the date of countersignature by the City Controller.

Main Lane Industries, Ltd.:
CONTRACTOR:

(If Joint Venture)

By: [Signature]
Name: ANTHONY COLOMBO
Title: PRESIDENT
Date: 4/2/2015
Federal I.D. No. 54-2073440

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: [Signature]
[City Purchasing Agent]

By: [Signature]
[Mayor]

ATTEST/SEAL:

COUNTERSIGNED:

By: [Signature]
[City Secretary]

By: [Signature]
[City Controller]

Date Countersigned:

5-15-15

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

4/13/15
Date

[Signature]
Legal Assistant

EXHIBIT "A"

DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Term" is defined in Article 2.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

EXHIBIT "B"
PART I
SCOPE OF WORK
FOR
FIBER REINFORCEMENT POLYMER PATCHING ON CONCRETE PAVEMENTS

PART ONE – SCOPE OF WORK

1.0 PROJECT GENERAL:

- 1.1 The Contractor shall be required to provide all labor, materials, equipment, safety, insurance, transportation, and permits necessary to perform all operations in connection with repair spalled areas, potholes, and joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates, and surface course aggregates as specified below. Cracks and joints to be filled will be designated by the City of Houston's Public Works and Engineering Department's Street & Drainage Division (SDD) representative(s).

2.0 WORK SCHEDULE, SAFETY, FACILITY SECURITY AND TRAFFIC CONTROL:

- 2.1 All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise authorized. (Holidays as prescribed by City Council not included.)
- 2.2 No work will be done at night.
- 2.3 The Contractor shall be responsible for ensuring a safe work environment in accordance with rules and regulations of O.S.H.A., T.C.E.Q. and other governmental agencies for all persons entering the work area, i.e. traffic cones or traffic signs for street construction and others applicable.
- 2.4 If it is necessary, for whatever reason, to stop work and leave an open excavation, adequate safety signs, barricades and/or steel plate shall be left in place.
- 2.5 All safety equipment used for the Project will be incidental to the unit price of the specified work.
- 2.6 TRAFFIC CONTROL:
- 2.6.1 Traffic control for the work contained in this contract shall be the responsibility of the Contractor. All traffic control and protection; including ***but not limited*** to placement, removal, material, labor and devices shall be as needed and provided by the Contractor (i.e. barricades, competent flagman, etc.). Traffic controls will be utilized to provide a safe work place and maintain quality work procedures. All traffic control devices, methods, and layouts must comply with the City of Houston standards.
- 2.6.2 Traffic Control – The Contractor shall be responsible for traffic control on two-lane type (non-divided) highways. The Contractor shall supply and be responsible for all labor including traffic person, equipment, signs, sign supports, cones and any other materials necessary. All temporary traffic control devices and flagger control shall conform to the current addition of the Manual of Uniform Traffic Control Devices.

2.6.3 Certified Flagman: A person who receives compensation as a flagman and who meets the following qualifications and requirements:

2.6.3.1 Formally trained and certified in traffic control procedures through any state or local agency.

(See the link below for flagger training and certification requirements)

http://www.workzonesafety.org/training/flagger_training

2.6.3.2 Required to wear a distinctive uniform, bright-colored vest, and be equipped with appropriate flagging and communication devices.

2.6.3.3 English speaking, with Spanish as an advantageous, but not required, primary or secondary language.

2.6.3.4 Required to carry proof of training I certification, such as photographic identification card issued by the training institute, to allow the City Engineer to easily determine that necessary full-time traffic control is actually provided, when and where construction work encroaches upon traffic lanes.

2.6.3.5 If relief for the flagger is required, another person shall assume the duties and responsibilities until the flagger returns.

3.0 **COMPLETION OF WORK ORDERS:**

3.1 The Contractor shall be required to notify the City of Houston (COH) Streets and Drainage Division (SDD) Contract Technical Representative (CTR) **in writing**, before the initiation of a project work order.

3.1.1 City personnel shall be authorized to observe all materials and work performed.

3.1.2 Such observation will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of these specifications.

3.2 All **assigned** work shall be completed within the time and procedure schedule as specified in the Purchase Order (twenty-one (21) days).

3.3 Any extension of the original completion date must be with the prior approval of the COH, SDD Representative CTR.

3.4 Any deficiency listed by the City representative shall be corrected before final acceptance of the work for each work order is granted and invoicing is approved for payment.

4.0 **CITY-FURNISHED PRODUCTS:**

4.1 No items will be furnished by the City

5.0 **PRICE ADJUSTMENTS:**

- 5.1 The contract prices shall not be adjusted during the entire term of the contract. Therefore, bidders, when preparing its bid, should take into account inflation and other market factors when pricing each contract year.

6.0 **INVOICES:**

- 6.1 The Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the Contract periods. Each invoice shall detail the following information:

- 6.1.1 City Contract number and work order number with authorized signature.
- 6.1.2 Detailed description of services rendered, street address (es), and dates of service.
- 6.1.3 Total invoice costs.
- 6.1.4 Unit prices (cubic feet) shall be easily identified against the quoted contract pricing.
- 6.1.5 Mail invoices to the following Departments:

City of Houston
Public Works & Engineering Department
Accounts Payable – Service Contracts
Attn: Craig Foster
P.O. Box 61449
Houston, Texas 77208-1449

7.0 **WARRANTY:**

- 7.1 The Contractor shall warrant all work rendered by a minimum of 1 calendar year from the date the work is accepted for each job location.

8.0 **PERFORMANCE BOND AND PAYMENT BOND:**

The Contractor(s) shall be required to provide a Performance and Payment Bond **in the amount of (100%) of the annual Contract amount** if the award is in excess of \$25,000.00. The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

9.0 **MAINTENANCE BOND:**

The Contractor shall furnish a Maintenance Bond ***in the amount of (100%) of the annual Contract amount*** in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

10.0 **MWBE COMPLIANCE: RESERVED**

11.0 **CITY CONTRACTORS' PAY OR PLAY PROGRAM:**

The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. To that purpose, this Executive Order establishes the Pay or Play Program and procedures for the effectiveness and impact of the Program on contracting firms and the City of Houston.

12.0 **GENERAL CONDITIONS:**

- 12.1 The Project's specifications listed in the Technical Specification contains modifying criteria related to working conditions, paid/unpaid items, etc. which supersede and/or represent an addendum to the respective City of Houston Standard Construction Specifications / Details. The most restrictive/critical rule between the two specifications of Technical Specification and Standard Construction Specifications will prevail for the construction requirement(s) of this project.
- 12.2 In addition to the Technical Specifications, the City of Houston Standard Construction Specifications is attached, as well as the Construction Detail(s) is attached. It is the Contractor's responsibility to verify the correct dimensions, materials, construction methods and other items referred in said Construction Specifications/Details for the specified bid items prior to bidding on this Project regardless of whether the documents are attached or not.

13.0 **POST AWARD MEETING:**

- 13.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the successful Contractor and PW&E End Users. The meeting will include procurement, PW&E contacts, vendor invoicing, vendor payment, and all other matters related to contract administration.

14.0 **CONTRACT COMPLIANCE:**

- 14.1 The City of Houston reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.
- 14.2 Monitoring may take the form of, but not necessarily limited to:

- 14.2.1 Site visits
- 14.2.2 Review of deliveries received for accuracy and timeliness
- 14.2.3 Review of contractor's invoices for accuracy
- 14.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section

15.0 ADDITIONS & DELETIONS:

- 15.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore, will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

16.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 16.1 The estimated quantities for fiber reinforced polymer patching on concrete pavements specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

17.0 INTERLOCAL AGREEMENT:

- 17.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

18.0 WARRANTY OF SERVICES:

- 18.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the Street and Drainage Division (SDD) Representative and/or CTR by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
- 18.2 "Correction" as used in this clause, means the elimination of a defect.
- 18.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any

defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

- 18.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.
- 18.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

PART TWO – TECHNICAL SPECIFICATIONS

1.0 MATERIAL DESCRIPTION:

- 1.1 Repair spalled areas, joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as specified below in accordance with (TX Dot Specification No. 7622).
- 1.2 For the purposes of this specification, the following definitions apply:
- Binder—the thermal setting material that is the basis of the patching material including any fillers, fibers, or other components are added.
 - Patching material—the binder and other additives, mixed together, and in the form that will be applied to the patch, not including bulking aggregate or final surface aggregate.
 - Bulking aggregate—additional aggregate applied to the patch after the patching material has been applied.

2.0 MATERIALS:

- 2.1 Provide a hot applied patching material consisting of a combination of binder, polymers, graded fillers, aggregates, fibers, and rubber that once heated provides an impermeable, voidless solid mass at ambient temperatures. Formulate the patching material according to climatic conditions to provide a durable pavement repair with good fluidity at process temperature, low temperature flexibility, and ambient temperature flow resistance.
- 2.2 The binder shall be pentaerythritol rosin based. The patching material must meet the following requirements:
- 2.3 The binder may be liquid asphalt or polymer based, unless otherwise restricted by the specifications and may be provided separately or premixed with the other components of the patching material. The patching material must meet the following requirements.

Patching Material Properties

Property Test Method Requirement

Resilience Tex-547-C 50% minimum

Tensile Strain to Failure Tex-548-C 20% minimum

Tensile Stress at Failure Tex-548-C 50 psi minimum

Cone Flow Tex-549-C 12% maximum (asphalt based); 4% maximum (polymer based)

Flexibility Tex-550-C pass - (No evidence of cracking of the sample)
Settlement Tex-551-C 3 mm, maximum

- 2.3.1 **Sampling and Testing**: Provide material that has been preapproved by the COH's Construction Division, Maintenance Division, or Materials and Testing Division. Submit blended samples of patching material for preapproval or for field evaluation.
- 2.3.2 **Bulking Aggregate**: Provide single sized bulking aggregate consisting of a crushed, double washed, and dried granite. The size shall be from 5/8" to 7/8" inches determined through sieve analysis.
- 2.3.3 **Final Surface Aggregate**: Provide final surface aggregate consisting of a crushed, double washed, and dried aggregate.

3.0 **CONSTRUCTION:**

- 3.1 Place the patching material installation to encompass the damaged or spalled areas as shown on the plans, with adjustments to the depth and width of the repairs as directed. Application equipment shall be certified by the material manufacturer. Remove all loose and damaged material from the repair area, either by saw cutting around the area and using a jackhammer to remove material, or by using a milling machine, as directed. Remove material from the repair area to a depth and width necessary to provide sound pavement that will allow proper seating of the patching material.
- 3.2 If using a jackhammer, use an approved jackhammer capable of performing the required removal of the existing material without further damaging the surrounding pavement.
- 3.3 Use a jackhammer no larger than 30 pounds unless approved by the City Engineer.
- 3.4 Thoroughly clean and dry substrate faces using a hot-compressed air lance.
- 3.5 For concrete pavement, prime the area using a primer determined by the manufacturer to prevent moisture intrusion.
- 3.6 Mix and heat the patching material to 300 F – 350 F on site in a horizontal mixing unit equipped with electronically controlled thermostats. Heat the bulking and final surface aggregates to ensure they are dry and free of any dust using a vented barrel mixer to 300°F or other approved method.
- 3.7 Apply the patching material to the repair area. If the repair area is deeper than 1 in., add bulking aggregate at a rate of 20%–30% by volume. Use other lift thicknesses as directed.
- 3.8 Install additional patching material and bulking aggregate in 1 - 2 in. lifts until the repair is level with the existing pavement.
- 3.9 Apply a final coat of the heated patching material to level the repair area.
- 3.10 Dress the surface of the patch with heated surface aggregate. Perform this operation while the patch is still hot.

- 3.11 Sweep the area and remove all debris from the site. Do not allow traffic over the material until after it has cooled to the point that it does not permanently deform under pressure, as recommended by the manufacturer or as directed.

4.0 BASIS OF PAYMENTS:

- 4.1 Payment for the work shall be determined by field measurements of work completed on an as needed bases.
- 4.2 ***This Item will be paid by the cubic foot.*** This price is full compensation for furnishing materials, including bulking and final surface aggregates, patching material binder and primer; heating and mixing; removal and disposal of existing pavement material; placing and finishing; labor, equipment, tools and incidentals.

END OF SECTION

SECTION B-1
WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.1 In accordance with the Prevailing Wage Law on Public Works (Article 5159-a of the Revised Civil Statutes of Texas), the public body awarding the contract does hereby specify the following to be the general prevailing rates in the locality in which the work is being performed.
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.

Document 00820

WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.01 In accordance with the Prevailing Wage Law on Public Works (Chapter 2258 of the Texas Government Code), the public body awarding the Contract does hereby specify the following to be the general prevailing rates in the locality in which the Work is being performed.
- 1.02 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.03 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.04 If the Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Contract Compliance Division of the Mayor's Office Of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168 and 2009-247 subject to City Council approval.

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**LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES
FOR
2014 ENGINEERING CONSTRUCTION**

Ordinance No. 2009-247 passed March 25, 2009

Document 00820

**WAGE SCALE AND PAYROLL REQUIREMENTS
FOR ENGINEERING CONSTRUCTION**

Wage Scale Requirements

- 1.1 Contractor and its Subcontractors must pay the general prevailing wage rates for building construction for each craft or type of worker or mechanic employed in the execution of any building construction or repair under the Contract in accordance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91 and 2006-168, and 2009-247 all as amended from time to time. City Council has determined the prevailing wage rate in the locality in which the work is being performed, which is set forth in Exhibit "A".
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 In bidding, Contractor warrants and represents that it has carefully examined the classifications for each craft or type of worker needed to execute the Contract and determined that such classifications in Exhibit "A" include all necessary categories to perform the work under the Contract.
- 1.4 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.5 If Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Contract Compliance Division of the Mayor's Office Of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168 and 2009-247 subject to City Council approval.
- 1.6 Contractor must not use any labor classification not covered by Exhibit "A" until such classification is established and approved for use by OBO.
- 1.7 A Contractor or Subcontractor who violates Chapter 2258 of the Texas Government Code must pay to the City, \$60 per each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates set forth in Exhibit "A".

- 1.8 The City may withhold money required to be withheld under Chapter 2258 of the Texas Government Code from the final payment to Contractor or earlier payments if City Council makes a determination that there is good cause to believe that Contractor has not complied with these provisions and Chapter 2258 of the Government Code, in which case the City may withhold the money at any time subsequent to the finding by City Council.
- 1.9 Contractor and Subcontractors must keep records specifying:
- (1) the name and classification of each worker employed under the Contract; and
 - (2) the actual per diem wages paid to each worker, and the applicable hourly rate.
- The records must be open at all reasonable hours for inspection by the officers and agents of the City.
- 1.10 The hourly cost of salary for non-exempt workers for labor in excess of 40 hours per worker per week, shall be calculated at 1.5 times the worker's base pay, plus 1.0 times fringe benefits, for the applicable craft and level.

Certified Payroll Requirements

- 2.1 Employees are paid weekly and payrolls are submitted weekly using the City of Houston's electronic payroll submission module, unless the prime Contractor has been instructed to do otherwise by the Office of Business Opportunity. When no work is done after a Contractor has started work, the Contractor is required to submit weekly compliance statement with no work performed. The payrolls must reflect the exact work and classification of the workers, the exact amount that they were paid. Workers must be paid the contracted amount (prevailing wage rates.) The Contractor will be penalized \$60.00 a day for each employee who is underpaid per Texas Government Code 2258-023_ for all contracts except Federally Funded Contract.
- 2.2 Payrolls must clearly indicate whether the worker worked inside or outside the building area.
- 2.3 Payrolls must be numbered and clearly marked: the first payroll as No. 1; etc. Payroll for the final week worked on the job should be marked "FINAL".
- 2.4 Payrolls must have "Week Ending" dates.
- 2.5 Payrolls must have employees' names, addresses, last four digits of the social security numbers, and job classifications. The job classifications must be the same as the classifications on the prevailing wage rate schedule.
- 2.6 A payroll deduction authorization form must be submitted for each employee for any deductions other than Federal and FICA taxes.
- 2.7 Employees must be paid overtime (time and a half) for all hours worked over 40 hours a week on both federally and City-funded contracts.

- 2.8 The Contractor has the responsibility to comply with all Internal Revenue Service rules and regulations. Contractors who submit certified payrolls with owner operators (truckers) must submit a signed tax liability statement from each worker acknowledging the worker's responsibility for payment of Federal Income Tax and FICA.
- 2.9 If the Contractor wants to use the apprentice wage rates for an employee, the apprenticeship certificates must be submitted to the Office of Business Opportunity in advance of the employee working on the project and appearing on the payroll.
- 2.10 A poster of the Prevailing Wage Rate Schedule should be clearly displayed on each job site, or in case of annual service agreements, in the Contractor's office.
- 2.11 The Contractor shall submit the "Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority listed in Document 00495 prior to final execution of the contract.
- 2.12 During the course of the work, ALL Subcontractors shall submit the "Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "C") to the Monitoring Authority listed in Document 00495.
- 2.13 Upon completion of the Project, as part of the contract-awarding department's total clearance process, the Office of Business Opportunity's Contract Compliance Section must review whether the Wage Rate and Payroll Requirements were met and report the results to the department.

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EXHIBIT "A"

LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES
FOR
ENGINEERING CONSTRUCTION
2014

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Asphalt Distributor Operator	\$14.06	Milling Machine Operator - Fine Grade	\$13.53
Asphalt Paving Machine Operator	\$14.32	Mixer Operator	\$10.33
Asphalt Raker	\$12.36	Motor Grader Operator- Rough	\$14.23
Asphalt. Shoveler	\$11.68	Motor Grader Operator	\$15.69
Broom or Sweeper Operator	\$12.68	Oiler	\$12.12
Bulldozer Operator	\$11.81	Painter-Structures	\$18.62
Carpenter- Rough	\$12.49	Pavement Marking Machine Operator	\$11.18
Concrete Finisher- Paving	\$12.98	Pile Driveman.	\$14.95
Concrete Finisher- Structures	\$12.98	Pipe Layer	\$12.12
Concrete Paving Curbing Machine Operator	\$11.71	Reinforcing Steel Setter - Paving	\$15.15
Concrete Paving Finishing Machine Operator	\$13.07	Reinforcing Steel Setter - Structure	\$14.39
Concrete Paving Joint Sealer Operator	\$11.00	Roller Operator, Pneumatic - Self-propelled	\$11.57
Concrete Paving. Saw Operator	\$13.99	Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$11.57
Concrete Paving Spreader Operator.	\$10.44	Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.92
Concrete Rubber . . .	\$9.00	Scraper Operator	\$13.47
Crane Clamshell Backhoe Derrick, Dragline, Shovel Operator	\$12.71	Servicer	\$13.97
Crusher and Screening Plant Operator	\$11.29	Sign Installer - PGM	\$8.54
Electrician * 3 Journeyman 2 Apprentice	\$27.11	Slip Form Machine Operator	\$11.07
Flagger	\$10.33	Spreader Box Operator	\$13.58
Form Builder/Setter- Structures	\$12.23	Structural Steel Worker	\$14.39
Form Liner- Paving and Curb	\$12.34	Tractor Operator - Crawler Type	\$13.68
Form Setter- Paving and Curb	\$12.34	Tractor Operator- Pneumatic	\$10.07
Foundation Drill Operator - Crawler Mounted	\$17.43	Transit Mixer Truck Driver	\$11.00
Foundation Drill Operator - Truck Mounted	\$15.89	Truck Driver, Lowboy-float	\$16.03
Front Loader Operator	\$13.32	Truck Driver, Single-Axle - Heavy	\$11.46
Laborer Common	\$11.02	Truck Driver, Single-Axle - Light	\$11.48
Laborer- Utility	\$11.73	Truck Driver, Tandem Axle Semi-Trailer	\$12.27
Manhole Builder	\$9.00	Work Zone Barricade Servicer	\$11.67
Mechanic	\$16.96	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	
* Apprentices- must be in an approved USDOL Program and cannot exceed ratios			

**Engineering Prevailing Wages
Classification Definitions**

Asphalt Distributor Operator

Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.

Asphalt Paving Machine Operator

Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May, oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

Asphalt Raker

Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; directs Laborers when to add or take away material to fill low spots or to reduce high spots. Performs other related duties.

Asphalt Shoveler

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt moving equipment.

Broom or Sweeper Operator

Operates a self-propelled machine to sweep and clean roadway surfaces. May oil grease, service and make adjustments to equipment as needed. Performs other related duties.

Bulldozer Operator

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil grease, or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

Carpenter, Rough

Works from plans to build, assemble, fit together, align, plum, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks form while concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools Performs other related duties.

Concrete Finisher, Paving

Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final grade and contour structures to the final grade and contour with the use of straight edges and steel trowels. Operates bridge deck finishing machine. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.

Concrete Finisher, Structures

A worker semi-skilled in concrete finishing who assists Concrete finisher by performing specific or general duties of lesser skill and keeping Concrete Finisher supplied with materials, tools, and supplies; cleaning working area an equipment; and holding materials and tools. Performs other related duties.

Concrete Paving Curbing Machine Operator

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

Concrete Paving Finishing Machine Operator

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

Concrete Paving Joint Sealer Operator

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs adjustments to equipment as needed. Performs other related duties.

Concrete Paving Saw Operator

Operates a water-cooled power saw with either or an abrasive blade to saw expansion and contraction joints in concrete paving. May also be used to saw asphaltic pavements. May oil grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Concrete Paving Spreader Operator

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

Concrete Rubber

Finishes the exposed surface of concrete masonry after the forms have been removed by patching holes and broken corners with fresh concrete, rubbing surface with abrasive stone to remove rough spots, and removing high spots and defective concrete with hand chisel and hammer or pneumatic chisel and powered abrasive stone. Performs other related duties.

Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator

A worker who operates a lattice boom type crane can hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Crusher and Screed Plant Operator

Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials not needed. May include minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.

Electrician *3 Journeyman 2 Apprentice

Plans and directs the layout of metal electrical conduit, installs wiring systems, switch-panels, buss bars, works on overhead distribution systems and underground distribution systems. Performs other related duties.

Flagger

A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble, position and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TXDOT specifications. Performs other related duties.

Form Builder/Setter, Structures

Fits together, aligns and sets to grade metal and wooden forms for placement of concrete. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

Form Liner, Paving & Curb

Fits together, panels align and sets to grade metal and wooden forms for placement of concrete. Works with survey crew to set stringline for panels or moles. Performs other related duties.

Form Setter, Paving & Curb

Fits together, align and set to grade metal and wooden forms for placement of concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter curb. Performs other related duties.

Foundation Drill Operator, Crawler Mounted

Operates a hole-drilling machine that is crawler mounted. May include geotechnical operations such as soils nails, rock nails, tiebacks, anchors and jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Foundation Drill Operator, Truck Mounted

Operates a hole drilling machine that is mounted on the rear of a rubber tired vehicle or truck. May include soils nails, rock nails, tiebacks, anchors and jet grouting. Drive truck from location to location or may have laborer who drives truck. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Front End Loader Operator

Operates a rubber tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Laborer, Common

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt moving equipment.

Laborer, Utility

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

Manhole Builder

Constructs a means of permanent access to water and sewer lines for maintenance purposes. This work consists of laying brick or concrete slab at bottom of ditch up to an approximate grade line near the surface of the ground. Brick or block is normally laid to form a nearly circular manhole. Brick or block is laid in by eyesight and is normally to a plumb line. Chipped or culled brick can be used quite often is. No effort may be made to keep mortar off the face of the brick and joints are not pointed. May apply coating of concrete to interior and exterior surface. Performs other related duties.

Mechanic

Assembles, set up, adjusts and maintains and repairs all types of construction equipment and trucks. He may perform the duties of a welder in repair of equipment. Performs other related duties.

Milling Machine Operator, Fine Grade

Operates a power-driven milling machine that planes material of the roadbed and discharges the material into a hauling unit or a windrow. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Mixer Operator

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common

laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

Motor Grader Operator, Rough

Operates a motor grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Motor Grader Operator

Operates a motor grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Oiler

A learner or semi-skilled worker who under the direction of the watch engineer May oil and grease or otherwise service all engines and necessary equipment as needed. He may clean and paint engine room as needed. Performs other related duties.

Painter, Structures

Paints and stains structural steel and concrete surfaces of bridges, retaining walls, or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.

Pavement Marking Machine Operator

Operates machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Piledriverman

Sets in place, aligns, plumbs directs driving of timber, concrete, steel, pipe and any other type of piling. Sets, drives and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoff. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.

Pipelayer

Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, make threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

Reinforcing Steel Setter, Paving

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

Reinforcing Steel Setter, Structure

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

Roller Operator, Pneumatic, Self-Propelled

Operates a self-propelled machine with either steel wheels pneumatic tires, which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Roller Operator, Steel Wheel, Flat Wheel/Tamping

Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Roller Operator, Steel Wheel, Plant Mix Pavement

Operates a self-propelled machine with either steel wheels pneumatic tires, which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Scraper Operator

Operates a self-contained wheeled tractor scraper both self loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Servicer

Drives a truck, which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to the manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.

Sign Installer (PGM)

Sets forms, reinforcing steel, anchor bolts and pours concrete for Sign foundations. Fabricates and erects pipe and angle Frameworks by bolting, welding or other means prior to installation of signs that are normally prefabricated. Works from plans in location and drilling holes for proper location and alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Supervises sign erector helper. Performs other related duties.

Slip Form Machine Operator

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs adjustments to equipment as needed. Performs other related duties.

Spreader Box operator

Operates spreader box by adjusting hopper and strike off blade so that the gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Structural Steel Worker

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

Tractor operator, Crawler Type

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil grease, or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

Tractor Operator, Pneumatic

Operates a gasoline or diesel powered agricultural tractor that tows compaction rollers, plow, disc. water tanks, scrapers and other similar operations. May use other miscellaneous attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Traveling Mixer Operator

Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

Truck driver, lowboy-Float

Drives a heavy-duty diesel powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

Truck driver, Single Axle, Heavy

Drive a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached, such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May services and make necessary adjustments for proper operation equipment. Performs other related duties.

Truck driver, Single Axle-Light

Drive a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached, such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation equipment. Performs other related duties.

Truck Driver, Tandem Axle, Semi-Trailer

Drives a diesel-powered tractor pulling a semi trailer hauling materials. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

Work Zone Barricade Servicer

Fabricates, erects and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

WELDERS - Receives rate for craft being performed to which welding is incidental.

EXHIBIT "B"

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____

Project WBS#: _____ Date _____

(I) (We) hereby certify that (I am) (we are) the **Prime Contractor** for _____

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 20____; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and the City of Houston, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Houston a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

Phone:

Witness/Attest:

(Name of Firm or Corporation)

By: _____
(Signature)

By: _____
(Signature)

(Title)

(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act and the City of Houston.

EXHIBIT "C"

CERTIFICATE FROM SUBCONTRACTOR APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____

Project WBS#: _____ Date _____

(I) (We) hereby certify that (I am) (we are) the **Sub-Contractor** for _____

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 20____; that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and the City of Houston, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Houston a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

Phone:

Witness/Attest:

(Name of Firm or Corporation)

By: _____
(Signature)

By: _____
(Signature)

(Title)

(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act and the City of Houston.

END OF DOCUMENT

00820-12
02-01-2014

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS
NON-APPLICABLE

EXHIBIT "DD"
CITY OF HOUSTON
OFFICE OF BUSINESS OPPORTUNITY & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT
NON-APPLICABLE

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, ANTHONY COLOMBO PRESIDENT as an owner or officer of
(Name) (Print/Type) (Title)
MAIN LANE INDUSTRIES, LTD. (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

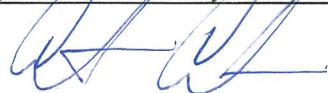
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 4/2/2015

Contractor Name MAIN LANE INDUSTRIES, LTD

Signature 

Title PRESIDENT

April 1, 2015

City of Houston
Department of Public Works and Engineering
901 Bagby Street
Houston, TX 77002
Attention: Rowaidah Ayoub, P.E.

Re: Fiber Reinforced Polymer Patching on Concrete Pavement Citywide – Contractor's Drug-Free Workplace
Project No.: S50-C25249

Dear Mr. Arturo Lopez

Main Lane Industries, Ltd respectfully submits the following statement in regards to the above referenced project:

Main Lane Industries, Ltd Drug-Free Workplace Policy

- 1) Main Lane Industries, Ltd will utilize Nova Medical Centers at 14825 Northwest Freeway Suite 800, Houston, Texas 77040. (Nova has 9 other Houston area locations that may be utilized if more convenient to a specific job site.)
- 2) Main Lane Industries, Ltd will random drug test a number equal to at least 25% of the employees in safety impact positions over the term of the City of Houston contract or annually, whichever is shorter.
- 3) Main Lane Industries, Ltd will drug test employees who are performing City of Houston contract work when reasonable suspicion exists. Employees who are reasonably suspected of being impaired by drugs or alcohol shall be prevented from engaging in further work of any type for the City, and will be immediately tested for drugs/alcohol.
- 4) Main Lane Industries, Ltd will immediately test any employee involved in a work related accident on a City of Houston contract worksite that results in any injury or property damage.
- 5) Main Lane Industries, Ltd presents that all workers on this project that are on the City work site are in safety impact positions due to the nature of the project (concrete panel replacement).
- 6) Employees of Main Lane Industries, Ltd are prohibited from processing, using, distributing, dispensing, manufacturing, selling or having in their possession or control of any drug or banned substance while working on City of Houston premises,; or while acting in the course and scope of their contract at any City of Houston worksite.
- 7) Any employee of Main Lane Industries, Ltd who violates the company drug and substance abuse policy shall be permanently removed from any City of Houston contract worksite.
- 8) Any employee of Main Lane Industries, Ltd who refuses to drug tests after notification shall be permanently removed any contract City of Houston work site.

Attached are the Employee Drug and Alcohol Policy Acknowledgement form and the drug testing procedures guidelines.

If you have any questions or desire further information, please contact me at 713-896-3141.

Regards,

A handwritten signature in black ink, appearing to be 'A. Colombo', written in a cursive style.

Anthony Colombo
President

Cc: File 2015-02

Main Lane Industries

Employee Handbook

Revised 06/15//09

notified of any suspected criminal activity.

Employees must disclose all computer passwords to the company and their supervisors, but must not share the password(s) with other employees. Employees' on-line use should be limited to work-related activities.

Employees should not duplicate or download any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property. When appropriate Internet material is down loaded, it should be scanned using the company's anti-virus software.

Employees with access to computers and the Internet must adhere to all usage regulations. Violation may result in disciplinary action that may include immediate termination.

Dress Code

What employees wear to work is a reflection on the company and the employee. The following are the minimum dress code requirements: Long pants, shirt with sleeves, approved work boots, safety glasses, hard hats and hearing protection.

Good grooming and hygiene is also an important part of the dress code, and employees are expected to come to work free of offensive body odors. Body piercings or jewelry that are considered inappropriate are forbidden during work hours.

Smoking & Nonsmoking Work Breaks

Smoking is prohibited in all Main Lane Industries offices and the interior part of the office complex. Smoking is only permitted outside the facility. Main Lane Industries employees are required to observe client smoking policies while visiting client company offices or property.

Drug and Alcohol Use

It is the desire of Main Lane Industries to provide a drug-free, healthful, and safe workplace and comply with The Drug-Free Workplace Act of 1988. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Any employee on duty on company property or at a client's location, who possesses, sells, receives, or is determined to have measurable levels of any illegal drug or alcohol in their blood or urine, will be subject to immediate discharge, and in appropriate situations, referred to law enforcement authorities. Employees using prescribed medications should report the circumstances and effects to their supervisor. If these are not reported, any medications will be viewed as an illegal drug.

Periodically, unannounced inspections may be made of persons entering or leaving company work-sites by authorized company representatives. Entry onto company property is deemed to be consent to an inspection of a person, locker, vehicle, or any other personal effects. Main Lane Industries also reserves the right to require employee testing for illegal drugs, controlled substances or alcohol.

Any employee operating a company vehicle on or off company time is subject to the above requirements. Violation of this policy may result in disciplinary action up to and including immediate termination.

Prohibition Against Weapons on Company Premises

Main Lane Industries prohibits weapons of any kind on the premises. Employees and non-employees such as customers, clients, guests, and vendors are prohibited from carrying weapons, concealed or otherwise, anywhere on company premises. A concealed handgun permit does not entitle anyone to carry a weapon on company property.

This policy is also in force while rendering any services or conducting any business on the company's behalf off premises.

Violation of this policy by an employee will subject the individual involved to disciplinary action up to and including termination.

Workplace Violence

Main Lane Industries has a zero tolerance policy for violence in the workplace. "Workplace Violence" is defined to include:

- Physically aggressive, violent or threatening behavior or intimidation.
- Verbal threats, intimidation or physical threats of any sort.
- Conduct that suggests a tendency toward violent behavior. Such behavior includes but is not limited to excessive arguing, profanity, threats of sabotage, belligerent speech, insubordination, and refusal to follow company policies and procedures
- Causing physical damage to facilities or defacing company property.
- Moral turpitude.

All reports of violence in the workplace will be taken seriously and will be investigated thoroughly and promptly. Main Lane Industries will not tolerate retaliation in any form against an employee who makes a report of workplace violence. Law enforcement may be notified if deemed appropriate by management, and criminal charges may result.

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, Main Lane Industries expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. These rules promote efficiency, productivity, and cooperation among its employees.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of company property
- Theft or inappropriate removal or possession of another employee's property



Contractor Drug Free Workplace Policy

- Drug Testing Facilities
Main Lane Industries will utilize Concentra Drug Screening Laboratories, 8505 Gulf Freeway Suite F, Houston, Texas 77017 OR Nova, 12885 Gulf Freeway Houston, TX 77034 for all random, pre-employment and post accident drug testing.
- Random Testing
Main Lane Industries shall randomly drug test a number equal to at least 25% of the employees in safety impact position over the term of the City of Houston contract or annually, which ever is shorter.
- Reasonable Suspicion
Main Lane Industries shall drug test employees who are performing City of Houston contract work when reasonable suspicion exists. Employees' reasonably suspected to be impaired by drugs or alcohol shall be prevented from engaging in further work of any sort for the city, and will be subject to immediate drug testing.
- Post Accident
An employee shall be tested if involved in a work-related accident on a City of Houston contract work site when the accident results in any injury or property damage
- Safety Impact Position(s)
Company is to provide a listing of those positions which are deemed as safety impact position or provide a statement that no such positions exist.
- Employee Drug & Alcohol Policy Acknowledgement Form
A blank copy of Employee Drug and Alcohol Policy Acknowledgement Form is to be submitted. Form is to state that the employee has read and understood the Company policy on drug and alcohol.
- Policy Violations Statements
Employee's are prohibited from possessing, using, distributing, dispensing, manufacturing, selling or having in their possession or control any drug or banned substance while on duty or on City of Houston premises, or while acting in the course and scope of their contract at any City of Houston worksite.
- Consequence of Positive Test
An employee who violates the company drug and substance abuse policy shall be permanently removed from any contract City of Houston worksite.
- Consequence of Refusal to Consent
Any employee who refuses to consent to a drug test after notification shall be permanently removed from any contract City of Houston worksite
- Drug Testing Procedures
Any drug screen under these provisions shall include a urinalysis test to detect the presences of the following groups.

	Drug Group	Initial Emit Screen (NG/ML)	Confirmatory GC/MS Test (NG/ML)
A	Amphetamines	1000	
	Amphetamine		500
	Methamphetamine		500
B	Cocaine Metabolites	300	150*
C	Opiate Metabolites	300	
	Morphine		300
	Codeine		300
D	Phencyclidine	25	25
E	Marijuana Metabolites	50	15**

*Benzococgonine

** Delta 9 Tetrahydrocannabinol-9-Carboxlic Acid

EMPLOYEE DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT FORM

I have read and understood the Company Policy on Drugs and Alcohol

Signature

Printed Name

Date

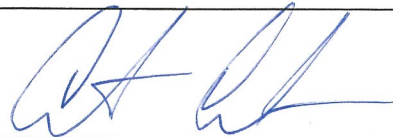
00602-6

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, ANTHONY COLOMBU - PRESIDENT
(Name)(Print/Type) (Title)

as an owner or officer of MAIN LANE INDUSTRIES, LTD. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

4/2/2015 MAIN LANE INDUSTRIES, LTD.
Date Contractor Name


Signature

PRESIDENT
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, ANTHONY COLOMBU - PRESIDENT
(NAME) (PRINT/TYPE)

as an owner or officer of MAIN LANE INDUSTRIES, LTD. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

4/2/2015
DATE

MAIN LANE INDUSTRIES, LTD.
CONTRACTOR NAME


SIGNATURE

PRESIDENT
TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, ANTHONY COLOMBO - PRESIDENT as an owner or officer of
(Name) (Print/Type) (Title)

MAIN LANE INDUSTRIES, LTD. (Contractor or Vendor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from JULY 1 to DECEMBER 31, 2014.

ATE
Initials A written Drug Free Workplace Policy has been implemented and employees notified.
The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

APC
Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

APK
Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

APC
Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 68.

APK
Initials From 7/1/2014 to 12/31/2014 the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	6	0	3	9
Number Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

APC
Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

APC
Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

4/2/2015
(Date)

ANTHONY COLOMBO
(Typed or Printed Name)

[Signature]
(Signature)

PRESIDENT
(Title)

EXHIBIT "H"
FEES AND COSTS

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
Year One			
1.	The Contractor shall be required to perform all operations in connection with repair spalled areas, potholes, and joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as per the scope of work and technical specifications herein.	FT3	\$274.00
2.	Flagman Allowance; hourly rate:.	HR	\$30.00
3.	Uniform Peace Officers: Allowance; hourly rate:.	HR	\$50.00
4.	Traffic Control Devices; per location.	EA	\$2,000.00
5.	Single Lane Closure for Major Thoroughfare Arrow Board Signs.	EA	\$400.00
6.	Annual Cost for Construction Bonds, (Performance, Payment and One-Year Maintenance.)	LS	\$6,000.00
Year Two			
1.	The Contractor shall be required to perform all operations in connection with repair spalled areas, potholes, and joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as per the scope of work and technical specifications herein.	FT3	\$280.00
2.	Flagman Allowance; hourly rate:.	HR	\$30.00
3.	Uniform Peace Officers: Allowance; hourly rate:.	HR	\$50.00
4.	Traffic Control Devices; per location.	EA	\$2,000.00
5.	Single Lane Closure for Major Thoroughfare Arrow Board Signs.	EA	\$400.00
6.	Annual Cost for Construction Bonds, (Performance, Payment and One-Year Maintenance.)	LS	\$6,000.00
Year Three			
1.	The Contractor shall be required to perform all operations in connection with repair spalled areas, potholes, and joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as per the scope of work and technical specifications herein.	FT3	\$286.00
2.	Flagman Allowance; hourly rate:.	HR	\$30.00
3.	Uniform Peace Officers: Allowance; hourly rate:.	HR	\$50.00
4.	Traffic Control Devices; per location.	EA	\$2,000.00
5.	Single Lane Closure for Major Thoroughfare Arrow Board Signs.	EA	\$400.00
6.	Annual Cost for Construction Bonds, (Performance, Payment and One-Year Maintenance.)	LS	\$6,000.00
Year Four – Option Year One			
1.	The Contractor shall be required to perform all operations in	FT3	\$292.00

	connection with repair spalled areas, potholes, and joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as per the scope of work and technical specifications herein.		
2.	Flagman Allowance; hourly rate:.	HR	\$30.00
3.	Uniform Peace Officers: Allowance; hourly rate:.	HR	\$50.00
4.	Traffic Control Devices; per location.	EA	\$2,000.00
5.	Single Lane Closure for Major Thoroughfare Arrow Board Signs.	EA	\$400.00
6.	Annual Cost for Construction Bonds, (Performance, Payment and One-Year Maintenance.)	LS	\$6,000.00
Year Five – Option Year Two			
1.	The Contractor shall be required to perform all operations in connection with repair spalled areas, potholes, and joints, and large cracks (> 1" wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as per the scope of work and technical specifications herein.	FT3	\$298.00
2.	Flagman Allowance; hourly rate:.	HR	\$30.00
3.	Uniform Peace Officers: Allowance; hourly rate:.	HR	\$50.00
4.	Traffic Control Devices; per location.	EA	\$2,000.00
5.	Single Lane Closure for Major Thoroughfare Arrow Board Signs.	EA	\$400.00
6.	Annual Cost for Construction Bonds, (Performance, Payment and One-Year Maintenance.)	LS	\$6,000.00

EXHIBIT "I"
PAY OR PLAY PROGRAM
(See next page)



City of Houston
Certification of Compliance with
Pay or Play Program

Form POP-2



Contractor Name: Main Lane Industries, Ltd. \$ 567,100.00
(Contractor/Subcontractor) (Amount of Contract)
Contractor Address: 6902 Flintlock Rd. Houston Texas 77040
Project No.: [GFS/CIP/AIP/File No.] S50-C25249
Project Name: [Legal Project Name] FIBER REINFORCED POLYMER PATCHING
POP Liaison Name: Brenda Andarage

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	X		

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	20	
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required

I hereby certify that the above information is true and correct.

Contractor (Signature)

Anthony Colombo

Name and Title (Print or type)

Date

4/21/2015

EXHIBIT "J"
PEFORMANCE BOND
DOCUMENT 00610
(See next page)

Document 00610

PERFORMANCE BOND

Bond No. 35BCSHC8142

THAT WE, MainLane Industries, Ltd., as Principal, (the "Contractor"), and the other subscriber hereto, Hartford Fire Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$567,100.00 for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for Fiber Reinforced Polymer Patching for Concrete Pavements WBS No. S50-C25249, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: [Signature]
Name: Russ Clark
Title: General Manager

Main Lane Industries, Ltd.
Name of Contractor

By: [Signature]
Name: Anthony Columbo
Title: President
Date: 4/2/2015

ATTEST/SURETY WITNESS:
(SEAL)

Hartford Fire Insurance Company
Full Name of Surety
Hartford Plaza T-4
Address of Surety for Notice
Hartford, CT 06115

By: [Signature]
Name: Meagan Kress
Title: Surety Administrator
Date: March 31, 2015

248-822-6456
Telephone Number of Surety
By: [Signature]
Name: Jennifer A. Gareffa
Title: Attorney-in-Fact
Date: March 31, 2015

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

[Signature]
Legal Assistant

4/13/15
Date

END OF DOCUMENT

EXHIBIT "K"
ONE-YEAR MAINTENANCE BOND
DOCUMENT 00612
(See *next page*)

Document 00612

ONE-YEAR MAINTENANCE BOND

Bond No. 35BCSHC8142

THAT WE, Main Lane Industries, Ltd., as Principal, hereinafter called Contractor, and the other subscriber hereto, Hartford Fire Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$567,100.00, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for Fiber Reinforced Polymer Patching on Concrete Pavements

WBS No. S50-C25249,

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

By:

Name: RUBEN CLARK
Title: GENERAL MANAGER

Main Lane Industries, Ltd.

Name of Contractor

By:

Name: ANTHONY CULOMBO
Title: PRESIDENT
Date: 4/2/2015

ATTEST/SURETY WITNESS:

(SEAL)

Hartford Fire Insurance Company

Full Name of Surety

Hartford Plaza T-4

Address of Surety for Notice

Hartford, CT 06115

248-822-6456

Telephone Number of Surety

By:

Name: Meagan Kress
Title: Surety Administrator
Date: March 31, 2015

By:

Name: Jennifer A. Gareffa
Title: Attorney-in-Fact
Date: March 31, 2015

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

emman
Legal Assistant

4/13/15
Date

END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-286-3488 or fax: 880-757-5835

Agency Code: 35-351225

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert Trobec, Kathleen M. Irelan, Ian J. Donald, Jeffrey A. Chandler, Afen P. Chandler, Wendy L. Hingson, Jennifer A. Garoffa
of

Troy, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 31st, 2015 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

EXHIBIT "L"
STATUTORY PAYMENT BOND
DOCUMENT 00611
(See *next page*)

Document 00611

STATUTORY PAYMENT BOND

Bond No. 35BCSHC8142

THAT WE, Main Lane Industries, Ltd., as Principal, hereinafter called Contractor and the other subscriber hereto, Hartford Fire Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$567,100.00 for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Houston for Fiber Reinforced Polymer Patching on Concrete Pavements

WBS No. S50-C25249,

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: [Signature]
Name: Russ Clark
Title: General Manager

Main Lane Industries, Ltd.
Name of Contractor

By: [Signature]
Name: Anthony Colombo
Title: President
Date: 4/2/2015

ATTEST/SURETY WITNESS:
(SEAL)

Hartford Fire Insurance Company
Full Name of Surety
Hartford Plaza T-4
Address of Surety for Notice
Hartford, CT 06115

248-822-6456
Telephone Number of Surety

By: [Signature]
Name: Meagan Kress
Title: Surety Administrator
Date: March 31, 2015

By: [Signature]
Name: Jennifer A. Gareffa
Title: Attorney-in-Fact
Date: March 31, 2015

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

[Signature]
Legal Assistant

4/13/15
Date

END OF DOCUMENT